

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF VERMONT

No.: 2:05-cv-288

Civil Action Docket

BRENDA M. THOMAS of
Talkeetna, Alaska,
Plaintiff,

v.

ALLSTATE INSURANCE
COMPANY AND GOVERNMENT
EMPLOYEES INSURANCE COMPANY,
both foreign corporations,
Defendants

**COMPLAINT
AND
JURY DEMAND**

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U.S. DISTRICT COURT
DISTRICT OF VERMONT
FILED

Plaintiff Brenda Thomas, a resident of Talkeetna, Alaska, sues defendants Allstate Insurance Company and Government Employees Insurance Company, stating as follows:

JURISDICTION

1. Plaintiff Thomas is, and was at all times hereinafter mentioned, domiciled in and a citizen of the State of Alaska.
2. Defendant Allstate Insurance Company was, and is now, a corporation duly organized and existing under the laws of the State of Illinois with its principal place of business in Northbrook, Illinois.
3. Defendant Government Employees Insurance Company is, and was at all times hereinafter mentioned, a corporation duly organized and existing under the laws of the State of Maryland with its principal place of business in Chevy Chase, Maryland.

4. This action is of a civil nature, involving, exclusive of interest and costs, a sum in excess of \$75,000.00. Every issue of law and fact herein is wholly between the citizens of different states.

VENUE

5. As the claim on which this action is based arose in the District of Vermont, venue is proper within this District.

CLAIMS

6. On November 9, 1999 plaintiff Thomas was involved in a rear-end automobile accident with an underinsured driver, Sarah C. Good, in Rutland City, Vermont.

7. Pursuant to a contract of insurance between Leslie Rider and Catherine Rider of Pittsford, Vermont, (plaintiff's brother and sister-in-law), and Allstate Insurance Company, plaintiff Thomas is entitled to benefits under the insurance contract, including but not limited to underinsured motorist coverage.

8. Pursuant to a contract of insurance between plaintiff's husband, Carl Thomas, and Government Employees Insurance Company, plaintiff Thomas as an insured is entitled to benefits under the contract, including but not limited to underinsured motorist coverage.

9. Defendants have failed and refused to pay the said benefits and have otherwise failed to perform pursuant to the contracts of insurance.

10. The underinsured motorist, Sarah C. Good, was operating a motor vehicle in a northerly direction on Stratton Road in Rutland, Vermont in an otherwise negligent and careless manner when she caused her vehicle to collide with the rear end of the vehicle being driven by plaintiff Thomas, who was proceeding likewise northerly along Stratton Road, slowing and signaling to make a left turn westerly onto Jackson Avenue, resulting in serious bodily injury to plaintiff Thomas as more particularly described herein.

11. The accident was not the plaintiff's fault, but was the fault of the underinsured driver, Sarah C. Good.

12. As a direct and proximate result of the underinsured motorist's negligence, as aforesaid, Brenda Thomas was injured in and about her head, neck, chest, back and elsewhere in her body, and was rendered sick, sore, lame and otherwise disabled, and as a proximate result thereof, plaintiff Thomas has in the past suffered and will the future suffer great pain and anguish of body and mind.

13. As a further direct and proximate result of the underinsured motorist's negligence, as aforesaid, plaintiff Brenda Thomas has in the past undergone and will in the future undergo painful and extensive medical care and treatment, and has in the past incurred and in the future will incur medical bills and expenses attendant to her injuries as aforesaid.

11. As a further direct and proximate result of the underinsured motorist's negligence as aforesaid, plaintiff Thomas has in the past and will in the future suffer a loss of earnings and earning capacity.

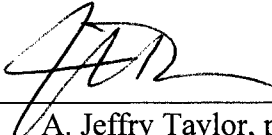
WHEREFORE, plaintiff Brenda Thomas demands judgment against defendants Allstate Insurance Company and Government Employees Insurance Company in an amount in excess of \$75,000.00, exclusive of costs and interest, and costs and interest.

JURY TRIAL DEMAND

Plaintiff Thomas hereby demands a trial by jury on all issues triable by right.

Dated: 10/21/05

BRENDA M. THOMAS

By: 
A. Jeffrey Taylor, plaintiff's attorney
Federal Bar No. 000609141